



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 27, 2002

IN REPLY PLEASE
REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FAIRPLEX DRAIN
AMENDMENT NO. 1 TO AGREEMENT NO. 73354
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign Amendment No. 1 to Agreement No. 73354 between the Los Angeles County Fair Association and the County of Los Angeles, which establishes the Associations' responsibility to complete additional preliminary engineering work requested by the County and the Association for the Fairplex Drain project and provides for the County to provide \$50,933 for the additional work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 15, 2001, your Board approved an Agreement with the Los Angeles County Fair Association, which establishes the Associations' responsibility to complete preliminary engineering for the Fairplex Drain project with the County providing \$190,000 to finance the preliminary engineering work. The agreement also provides for the County to finance the construction cost estimated at \$2,640,000. The agreement further provides that the County will advertise, award, and administer the construction contract for the project.

Due to the unanticipated high groundwater level within the project area and the revision of hydrology, additional work is now required. The additional work includes obtaining the National Pollutant Discharge Elimination System permit and water discharge requirements from the California Regional Water Quality Control Board for construction dewatering, redesign of storm drain due to revised hydrology, and extension of Line B to adequately pick up storm water runoff within the project area. Your Board's approval of the Amendment is necessary for the delegation of responsibilities of the project.

Upon completion and approval of construction documents for the project, tentatively scheduled for January 2003, we will return to your Board to adopt plans and specifications to advertise for bids to construct the project.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness by utilizing a private consultant to expedite completion of the project.

FISCAL IMPACT/FINANCING

This Amendment will increase the cost for the preliminary engineering work from \$190,000 to \$240,933. Financing for this amendment is available from the Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment has been reviewed and approved as to form by County Counsel. This amendment was executed by the Los Angeles County Fair Association on June 3, 2002.

ENVIRONMENTAL DOCUMENTATION

Your Board found this project to be categorically exempt from the provisions of the California Environmental Quality Act on May 5, 2001. This amendment will not cause a change of status of that finding.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will not have a significant impact on current flood control services or projects currently planned. The County will be responsible for future operation, maintenance, and repair of the mainline of the drain, excluding the extended portion of Line B.

CONCLUSION

We are enclosing three originals of Amendment No. 1 to Agreement No. 73354, which have been executed by the Los Angeles County Fair Association. Please return two fully executed originals of Amendment No. 1 along with one approved copy of this letter to Public Works for further processing. The agreement labeled County original is to be retained for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

A M E N D M E N T T O A G R E E M E N T N O. 7 3 3 5 4

THIS AMENDMENT TO AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FAIR ASSOCIATION, a nonprofit corporation in the County of Los Angeles, hereinafter referred to as "ASSOCIATION," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District, hereinafter referred to as "DISTRICT," pursuant to Section 56-3/4 of the COUNTY'S Charter and in accordance with an AGREEMENT approved on December 26, 1984, between COUNTY and DISTRICT; and

WHEREAS, ASSOCIATION and COUNTY have heretofore executed Agreement No. 73354, on May 15, 2001, hereinafter referred to as "AGREEMENT," for reimbursable design services required for the Fairplex Drain, hereinafter referred to as "DRAIN"; and

WHEREAS, ASSOCIATION is willing to perform the preliminary engineering, including preparation of plans, specifications, cost estimates, and material testing for DRAIN, hereinafter referred to as "ASSOCIATION SUPPORT"; and

WHEREAS, in AGREEMENT, Section (2), Item a, it is specified that COUNTY "To pay ASSOCIATION One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) in accordance with the payment schedule included as Exhibit A, plus an amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) for unforeseen additional work with prior County approval for the cost of ASSOCIATION SUPPORT" ; and

WHEREAS, COUNTY has requested that ASSOCIATION perform services over and above those specified as ASSOCIATION SUPPORT and is willing to finance the costs associated with such additional work as specified herein, currently estimated to be Fifty Thousand Nine Hundred Thirty-three and 00/100 Dollars (\$50,933); and

WHEREAS, ASSOCIATION is willing to perform the additional work, including obtaining the National Pollutant Discharge Elimination System permit and water discharge requirements from the California Regional Water Quality Control Board for construction dewatering, redesign of storm drain due to revised hydrology, and extension of Line B; and

WHEREAS, in AGREEMENT, the total payment amount stipulated in Section (2), Item a, must be increased from One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) to Two Hundred Twenty Thousand Nine Hundred Thirty-three and 00/100 Dollars (\$220,933.00) to provide for additional services requested by the COUNTY.

NOW, THEREFORE, in accordance with Section (3), Item c, of AGREEMENT, ASSOCIATION and COUNTY mutually agree to amend the AGREEMENT as follows:

- a. Replace Section (1), Item h, to read:

To maintain, repair, and reconstruct, if necessary, all storm drain inlets and associated connector pipes to DRAIN and the extended portion of Line B within the Pomona Fairgrounds.

- b. Add new Section (1), Item k, to read:

- k. To perform the additional work, including obtaining the National Pollutant Discharge Elimination System permit and water discharge requirements from the California Regional Water Quality Control Board for construction dewatering, redesign of storm drain due to revised hydrology, and extension of Line B.

- c. Add new Section (1), Item l, to read:

- l. To collect and dispose of all water required to be pumped and/or any other water encountered from work associated with Section (1), Item k, at no cost to COUNTY in accordance with applicable laws.

- d. Replace Section (2), Item a, to read:

To pay Association Two Hundred Twenty Thousand Nine Hundred Thirty-three and 00/100 Dollars (\$220,933.00) in accordance with the payment schedule included as Exhibit A, plus an amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) for unforeseen additional work with prior COUNTY approval for the cost of ASSOCIATION SUPPORT.

- e. Replace Section (2), Item f, to read:

To fund the cost of the construction contract and construction contract administration, inspection, engineering, and survey for DRAIN, except the extended portion of Line B as shown on the final plans.

- f. Replace EXHIBIT A, SCOPE OF WORK AND PAYMENT SCHEDULE, Item 2, to read:

Upon completion and COUNTY acceptance of final plans, specifications, estimate, and calculations based on revised hydrology and including the extension of Line B, ASSOCIATION shall submit an invoice for review and approval by the COUNTY.

Fee shall not exceed Fifty-eight Thousand Six Hundred and 00/100 Dollars (\$58,600.00).

- g. Replace EXHIBIT A, SCOPE OF WORK AND PAYMENT SCHEDULE, Item 3, to read:

Upon approval of the plans and specifications for all work by the COUNTY and receipt of all the permits, ASSOCIATION shall submit an invoice for review and approval by the COUNTY.

Fee shall not exceed Sixty-eight Thousand Eight Hundred Thirty-three and 00/100 Dollars (\$68,833.00).

In all other respects, the provisions of AGREEMENT No. 73354 shall remain in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this amendment to Agreement No. 73354 to be executed by their respective officers, duly authorized, by the LOS ANGELES COUNTY FAIR ASSOCIATION on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles County
Flood Control District

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
DEPUTY

ATTEST:

LOS ANGELES COUNTY FAIR
ASSOCIATION

By _____
President

By _____
Secretary